



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 9TH DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

REGULAR FIRST APPEAL NO. 2319 OF 2019 (MON)

BETWEEN:

M/S KWALITY GAS BOTTLERS PVT. LTD.,
REGD. OFFICE AT D-41,
RAJAJINAGAR INDUSTRIAL ESTATE,
BANGALORE - 560 044,
REPRESENTED BY ITS MANAGING DIRECTOR,
SRI MANOJ V CHHAPIA,
AGED ABOUT 47 YEARS,
S/O LATE VIJAY KUMAR CHHAPIA.

...APPELLANT

(BY SRI B S VENKATANARAYANA, ADVOCATE FOR
SRI MADHUKAR M DESHPANDE, ADVOCATE)

AND:

SRI S G GANGADHAR,
AGED ABOUT 47 YEARS,
S/O H.S.GANGAPPA,
RESIDING AT NO.672,
4TH CROSS, 9TH MAIN,
K.N.EXTENSION, YESHWANTHAPUR,
BANGALORE - 560 022.

...RESPONDENT

(BY SRI VISHNU HEGDE, ADVOCATE)

THIS RFA IS FILED UNDER SECTION 96 R/W ORDER XLI
RULE 1 OF THE CPC, AGAINST THE JUDGMENT AND DECREE
DATED 26.08.2019 PASSED IN O.S.NO.3520/2014 ON THE FILE
OF THE XXXI ADDITIONAL CITY CIVIL AND SESSIONS JUDGE
BANGALORE, DECREETING THE SUIT FOR RECOVERY OF
MONEY.

Digitally
signed by
PRAMILA G V
Location:
HIGH COURT
OF
KARNATAKA



THIS APPEAL, COMING ON FOR DICTATING JUDGMENT,
THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:
CORAM: HON'BLE MR. JUSTICE ANANT RAMANATH HEGDE

ORAL JUDGMENT

The defendant is before this Court assailing the judgment and decree dated 26.08.2019 in O.S. No.3520/2014 on the file of the XXXI Additional City Civil Court, Bengaluru.

2. The plaintiff's suit for recovery of Rs.4,34,000/- is decreed and the Trial Court also directed payment of 18% interest per annum and principal amount of Rs.3,50,000/- from the date of the suit till the date of the decree. The decree also directs payment of interest at 24% per annum in the event of default to pay the amount within three months.

3. Learned counsel appearing for the defendant/appellant submits that the decree is ex-parte decree, in the sense, though the defendant filed written statement, the defendant could not cross-examine the



plaintiff and could not lead evidence to substantiate his case.

4. It is urged that sufficient opportunity is not granted to the defendant to put-forth his case and the defendant has suffered the decree though there is no liability to pay any amount to the plaintiff. It is also urged that in the absence of any cross-examination or evidence by the defendant, the suit could not have been decreed.

5. It is further submitted that in the counter claim filed by the defendant the defendant/appellant has admitted the payment of Rs.6,65,000/-.

6. The learned counsel appearing for the plaintiff/respondent would defend the decree and would submit that, despite sufficient opportunity being granted, the defendant has not led any evidence and is not entitled to any relief in this appeal.



7. It is also urged that, the Trial Court has considered all the evidence on record in a proper perspective and has rightly decreed the suit.

8. Learned counsel would also urge that 50% of the amount deposited is already withdrawn by the plaintiff/respondent and, as such, there is no need to remand the matter.

9. The Court has considered the contentions raised at the Bar and perused the records.

10. The following point arises for consideration:-

"Whether the appellant has made out a case for remand to enable him to lead evidence."

11. The defendant though having filed written statement and the counter claim, has not led any evidence. The plaintiff's evidence commenced on 23.03.2015 and the suit is decided on 26.08.2019. The plaintiff has produced 11 documents and examined himself



as PW-1. The defendant is examined as DW-1 and on 28.05.2019 he did not turn up for cross-examination as such, his evidence is taken discarded and taken as nil.

12. As already noticed the suit is decided on 26.08.2019. It is also noticed that, on 11.10.2018 defendant/appellant filed I.A. No.8 under Section 65A of Indian Evidence Act, seeking permission to mark photo copies of invoices. However, no order is passed on the said application.

13. It is submitted that, there was a communication gap between the counsel for the defendant and defendant, and the file was misplaced by the counsel for the defendant. Considering the peculiar circumstances of this case, the Court is of the view that the judgment and decree of the Trial Court have to be set-aside without entering into the merits of the matter to enable the defendant to contest his claim. More so, in a situation there was a counter claim by the defendant, and said



counter claim is virtually dismissed for default. However, the matter is being remanded on account of lapse and omissions on the part of the defendant.

14. That being the position, the defendant has to be put on terms. The defendant has to deposit the balance decretal amount along with 12% interest per annum from the date of decree till the date of deposit before the Trial Court. Hence, the following:

ORDER

- (i) The appeal is allowed and remanded.
- (ii) The amount shall be kept in nationalised bank for a period of one year with auto renewal mandate and both the parties shall co-operate for early disposal of the matter.
- (iii) This order should not be construed as an order having reflected anything on the interest that can be awarded in the event of a decree.



(iv) It is open for the Trial Court to decide appropriate rate of interest in the event of a decree.

(v) The parties shall appear before the Trial Court on **02.06.2026**.

(vi) The deposit of the amount is the condition precedent to the defendant's examination.

15. It is made clear that the defendant shall not seek any unnecessary adjournment.

Sd/-
(ANANT RAMANATH HEGDE)
JUDGE

CHS
List No.: 1 SI No.: 66